

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 38612 - TRAFFIC SAFETY PRODUCTS (Cones, Flexible Delineator Posts & Channelizer Drums) (Statewide with Multi-State Participation)
		Classification Code: 46
Award Number	:	<u>18958-RA</u> (Replaces Award 02015-RA)
Contract Period	:	June 1, 2004 to May 31, 2006
Bid Opening Date	:	April 7, 2004
Date of Issue	:	May 27, 2004
Specification Reference	:	As Incorporated In The Invitation For Bids and Purchasing Memorandum dated March 30, 2004
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Mary P. Schneider Title : Purchasing Officer I Phone : 518-474-1557 Fax : 518-473-4050 E-mail : mary.schneider@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This contract for plastic traffic cones (which contain 58% total recycled materials including 8% post-consumer content materials), flexible delineator posts (51% total post-consumer content) and channelizer drums (ranging from 50% - 82.25% total recycled & including 8% - 79% post-consumer content) is a cooperative purchasing contract for the following States: Maine, Massachusetts, Michigan, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and Wisconsin.

PR # 18958

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61126	FLEXSTAKE, INC 2150 Andrea Lane Fort Myers, FL 33912	800/348-9839 Dale Wheeler FAX: 239/482-3539 E-Mail: fsi@flexstake.com Web Site: www.flexstake.com	751961826

*Flexstake will honor orders for less than the minimum order and will ship product at no additional cost

PC61127	WORK AREA PROTECTION CORP 2500 Production Drive St Charles, IL 60174 Disc : 1% - 15 Days	800/327-4417 630/377-9100 Thomas W. Bednar FAX: 630/377-9270 E-Mail: workarea@workareaprotection.com Web Site: www.workareaprotection.com	521488457
---------	---------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------	-----------

*Work Area accepts the NYS Purchasing Card for all orders not to exceed \$10,000 00; and will honor orders for less than the minimum order and will ship product at no additional cost.

**NOTE: Product herein contains recycled & post-consumer, content material as follows:

	Total <u>Recycled</u>	<u>Post-Consumer</u>
LOI I - Traffic Cones	58%	8%
II - Flexible Delineator Posts	51%	51%
III - Channelizer Drums		
Item #13	50%	8%
#14	79.9%	67.5%
#15	82.25%	14.25%
#16	66.66%	33.3%

Cash Discount, If Shown, Should be Given Special Attention

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

(continued)

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the bid solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE:

Price includes all customs duties and charges and is net, F O B. destination any point in each participating State as designated by the ordering agency including tailgate delivery, within the respective State. Note well **PACKAGING & PALLETIZATION** clause herein.

For traffic cones only: Non-reflective and reflective cones may be combined on one order to achieve the most favorable "Order Quantity" price level. The "Order Quantity" price shall be based on the aggregate total of cones included on an order for delivery to a single destination. For example, if an order consists of a total of 800 pieces composed of 250 non-reflective and 550 reflective cones ALL cones on the order shall be priced at the applicable 400-999 price level.

Any general price reductions passed on to other customers occasioned because of a competitive "softening" of the market are to be correspondingly offered at the same ratio to all affected States. Prices may be lowered at any time. Failure on the part of the contractor(s) to promptly accord such industry-wide price reductions on the contracts may constitute a breach and the contracts with that vendor may be canceled.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

DESTINATION: F O B. destination tailgate delivery within the States of Maine, Massachusetts, Michigan, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and Wisconsin.

LOI I. TRAFFIC CONES:

Furnish and deliver as described below and in accordance with the terms and conditions of this contract the following:

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr /Cat. Ref. No.</u>
1	Traffic Cone, non-reflective; 3#, 18" high and 11-3/8" (min) square base.		
	<u>Order Quantity</u>		
	a. 20 - 199/cones	\$2 90	Work Area 18PVCS
	b. 200 - 399	\$2 85	Work Area 18PVCS
	c. 400-999	\$2 80	Work Area 18PVCS
	d. 1,000 & over	\$2 75	Work Area 18PVCS

(continued)

LOI I - TRAFFIC CONES: (Cont'd)

Item No.	Description	Unit Price	Mfr /Cat Ref. No.
2	Same as Item 1, except with a 6" reflective sheeting band.		
	a 20-199/cones	\$4 55	Work Area 18PVCS6CC
	b 200 - 399	\$4 50	Work Area 18PVCS6CC
	c 400 - 999	\$4 40	Work Area 18PVCS6CC
	d 1,000 & over	\$4 35	Work Area 18PVCS6CC
3	Traffic Cone, non-reflective; 7#, 28" high, 14" square base, and slim line style.		
	<u>Order Quantity</u>		
	a 20 - 199/cones	\$5 30	Work Area 28PVCILS
	b 200 - 399	\$5 20	Work Area 28PVCILS
	c 400 - 999	\$5 10	Work Area 28PVCILS
	d 1,000 & over	\$5 00	Work Area 28PVCILS
4	Same as Item 3, except with 6" and 4" reflective sheeting bands.		
	a 20 - 199/cones	\$8 00	Work Area 28PVCILS6CC4CC
	b 200 - 399	\$7 75	Work Area 28PVCILS6CC4CC
	c 400 - 999	\$7 70	Work Area 28PVCILS6CC4CC
	d 1,000 & over	\$7 60	Work Area 28PVCILS6CC4CC
5	Traffic Cone, non-reflective; 10#, 28" high, 15" square base, and slim line style.		
	a 20 - 199/cones	\$6 60	Work Area 28PVCILH
	b 200 - 399	\$6 45	Work Area 28PVCILH
	c 400 - 999	\$6 30	Work Area 28PVCILH
	d 1,000 & over	\$6 25	Work Area 28PVCILH
6	Same as Item 5, except with 6" and 4" reflective sheeting bands.		
	a 20 - 199/cones	\$9 25	Work Area 28PVCILH6CC4CC
	b 200 - 399	\$9 05	Work Area 28PVCILH6CC4CC
	c 400 - 999	\$8 90	Work Area 28PVCILH6CC4CC
	d 1,000 & over	\$8 85	Work Area 28PVCILH6CC4CC

(continued)

LOI I - TRAFFIC CONES: (Cont'd)

<u>Item</u> <u>No</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>	<u>Mfr./Cat</u> <u>Ref. No</u>
7	Traffic Cone, non-reflective; 10#, 28" high, 15-1/4" square base, and "wide body" style		
a	20 - 199/cones	\$ 6 80	Work Area 28PVCH
b	200 - 399	\$ 6 70	Work Area 28PVCH
c	400 - 999	\$ 6 40	Work Area 28PVCH
d	1,000 & over	\$ 6 30	Work Area 28PVCH
8.	Same as Item 7, except with 6" and 4" reflective sheeting bands.		
a	20 - 199/cones	\$10 10	Work Area 28PVCH6CC4CC
b	200 - 399	\$ 9 85	Work Area 28PVCH6CC4CC
c	400 - 999	\$ 9 65	Work Area 28PVCH6CC4CC
d	1,000 & over	\$ 9 60	Work Area 28PVCH6CC4CC
9	Traffic Cone, non-reflective; 10#, 36" high and 15-1/2" square base		
	<u>Order Quantity</u>		
a	20 - 199/cones	\$ 6 80	Work Area 36PVCS
b	200 - 399	\$ 6 70	Work Area 36PVCS
c	400 - 999	\$ 6 60	Work Area 36PVCS
d	1,000 & over	\$ 6 50	Work Area 36PVCS
10.	Same as Item 9, except with 6" and 4" reflective sheeting bands		
a	20 - 199/cones	\$10 00	Work Area 36PVCS6CC4CC
b	200 - 399	\$ 9 95	Work Area 36PVCS6CC4CC
c	400 - 999	\$ 9 80	Work Area 36PVCS6CC4CC
d	1,000 & over	\$ 9 70	Work Area 36PVCS6CC4CC

(continued)

LOI I - TRAFFIC CONES: (Cont'd)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>	<u>Mfr /Cat</u> <u>Ref. No</u>
11.	Stenciled Markings: (Average: 7 Letters/Cone) 1" Block Letters	No Charge	
	2" Block Letters	No Charge	

Guaranteed Delivery: 5-10 days

CONTRACTOR NOTES:

- 1) Regarding Item #11, no separate set-up charge is allowed

CONTRACTOR & MANUFACTURER, LOI I (Items #1-11): WORK AREA PROTECTION CORPORATION

DESTINATION: F O B. destination tailgate delivery within the States of Maine, Massachusetts, Michigan, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and Wisconsin

*LOI II - FLEXIBLE DELINEATOR POSTS:

Furnish and deliver as described below and in accordance with the terms and conditions of this solicitation the following:

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>	<u>Mfr /Cat</u> <u>Ref. No.</u>
	<u>Post</u> <u>Length</u>		
12.	a 48"	\$13.00	602.5
	b 60"	\$13.70	603.5
	c 66"	\$14.40	604
	d 72"	\$15.10	604.5
	e 78"	\$15.80	605

Guaranteed Delivery: 30 days A/R/O

CONTRACTOR & MANUFACTURER, LOI II (Item #12, a-e): FLEXSTAKE, INC.

(continued)

DESTINATION: F.O.B. destination tailgate delivery within the States of Maine, Massachusetts, Michigan, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and Wisconsin

LOT III - CHANNELIZERS (DRUMS):

Furnish and deliver as described below and in accordance with the terms and conditions of this solicitation the following:

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr./Cat. Ref. No.</u>
13.	Drum with no base		
a.	with 4" engineer grade stripes	\$22 00	Work Area B400 4-4EG
b.	with 4" high intensity grade stripes	\$36 00	Work Area B400 4-4HI
c.	with 4" super high intensity grade stripes	\$46 00	Work Area B400 4-4DG
d.	with 6" engineer grade stripes	\$24 50	Work Area B400 4-6EG
e.	with 6" high intensity grade stripes	\$44 00	Work Area B400 4-6HI
f.	with 6" super high intensity grade stripes	\$56 00	Work Area B400 4-6DG
14	Drum with 25 lb. molded rubber base		
a.	with 4" engineer grade stripes	\$35 00	Work Area B400 25R4-4EG
b.	with 4" high intensity grade stripes	\$49 00	Work Area B400 25R4-4HI
c.	with 4" super high intensity grade stripes	\$59 00	Work Area B400 25R4-4DG
d.	with 6" engineer grade stripes	\$37 50	Work Area B400 25R4-6EG
e.	with 6" high intensity grade stripes	\$57 00	Work Area B400 25R4-6HI
f.	with 6" super high intensity grade stripes	\$69 00	Work Area B400 25R4-6DG
15.	Drum with 40 lb. molded rubber base		
a.	with 4" engineer grade stripes	\$42 00	Work Area B400 40R4-4EG
b.	with 4" high intensity grade stripes	\$56 00	Work Area B400 40R4-4HI
c.	with 4" super high intensity grade stripes	\$66 00	Work Area B400 40R4-4DG
d.	with 6" engineer grade stripes	\$46 00	Work Area B400 40R4-6EG
e.	with 6" high intensity grade stripes	\$60 00	Work Area B400 40R4-6HI
f.	with 6" super high intensity grade stripes	\$74 00	Work Area B400 40R4-6DG
16	Drum with plastic base (snaps on drum and sandbags sit in base as an internal ballast)		
a.	with 4" engineer grade stripes	\$26 00	Work Area B400 PB4-4EG
b.	with 4" high intensity grade stripes	\$40 00	Work Area B400 PB4-4HI
c.	with 4" super high intensity grade stripes	\$51 00	Work Area B400 PB4-4DG
d.	with 6" engineer grade stripes	\$29 00	Work Area B400 PB4-6EG
e.	with 6" high intensity grade stripes	\$49 00	Work Area B400 PB4-6HI
f.	with 6" super high intensity grade stripes	\$63 00	Work Area B400 PB4-6DG

Guaranteed Delivery: 5-10 days A/R/O

CONTRACTOR & MANUFACTURER, LOT III (Items #13-16,a-f): WORK AREA PROTECTION CORPORATION

(continued)

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group prior to effectuation

PREFERRED SOURCE PRODUCTS AND SERVICES:

Some products/services in this contract may be available from one or more preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products and services available from preferred sources which meet your form, function and utility.

Contractors are required to include this notice in all price lists and contract updates

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

TERMS AND CONDITIONS PRECEDENCE:

These terms and conditions apply to this contract. To the extent that any inconsistencies exist between these and any special terms and conditions listed for a State, that State's terms and conditions shall prevail for that portion of the awarded contract for that State.

VOLUME: (TRAFFIC CONES ONLY)

The estimated annual combined volume of 87,500 traffic cones is apportioned for each State as follows and includes consideration for participation of respective Political Subdivisions thereof:

STATE:	MAINE	MASS.	MICHIGAN	NEW JERSEY*	NEW YORK*	PENNSYLVANIA
TOTALS:	2,500	12,000	3,000	5,000	50,000	10,000
		RHODE ISLAND	VERMONT	WISCONSIN		
		1,000	2,000	3,000		

*Includes the Port Authority of New York/New Jersey

(continued)

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish reports on forms provided by the New York State Procurement Services Group, submitting them no later than the 15th of the month following the close of each six (6) month period. Report shall show purchases separately by each participating State. Failure to submit these reports may result in the disqualification of contractor from future contracts.

PACKAGING & PALLETIZATION:

The cones shall be packed in accordance with normal commercial practices and packed in fiber board boxes that will assure acceptance by a common carrier and provide protection against loss and damage during multiple shipments, handling and storage. The shipping container shall be in compliance with the National Uniform Motor Freight Classification.

Unless the manufacturer's normal commercial packaging is specified on the given purchase order, on orders of 200 and more cones for delivery to one location cones shall be palletized for mechanical fork lift equipment handling. Cones on each pallet shall be fully enveloped with a plastic shrink wrap. Maximum cones per pallet: 200.

MINIMUM ORDER:

Minimum order shall be LOT I: 20 cones, except for State of N J and Port Authority of NY/NJ as indicated herein; LOT II: 50 posts of a single length; and LOT III: 10 drums.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F O B destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

CONTRACT PERIOD AND RENEWALS:

Prices or discounts quoted are firm for the entire period of the contract. Price escalation or discount reduction will not be allowed and is specifically excluded from the terms and conditions of this contract award. Price decreases or discount increases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

Each participating State, however, reserves the right on any unanticipated additional requirements of substantial quantities to advertise them in the best interest of the State at the discretion of the given State's Chief Procurement Official.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.

(continued)

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order

Delivery shall be made in accordance with instructions on Purchase Order from each agency or non-State agency in each participating State

PRODUCT LITERATURE:

The resultant contractor shall incorporate recycled product information on all marketing literature used to promote the products on this contract, which contain such post-consumer content materials. In addition, the contractor is encouraged to have the literature printed on recycled paper. It is the intent of all participating States on this contract to have all such information printed on product literature as soon as possible after notification of contract award is made to the resultant contractor.

VENDOR FAIR PARTICIPATION:

The resultant contractor may be required and encouraged to participate as an exhibiting vendor in at least one environmentally-focused vendor fair/conference each year, which may be sponsored by any one of the States participating in this contract

The purpose of these events are to educate users and potential customers regarding the products on contract and provide buyers with an opportunity to interact directly with the manufacturer regarding purchasing/recycling issues. Examples of events that may request vendor participation: the MA buy recycled and Environmentally Preferable Product Vendor Fair and Conference (held annually in the fall); the NRRA Annual Conference (held in June of each year); or other similar events in other states featuring recycled products. The cost of participation will be at the contractor's expense

EXTENSION OF USE:

Any contract resulting from this bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to the provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

(continued)

STATE OF MAINE

SPECIAL TERMS & CONDITIONS:

Estimated annual quantity for State's own usage is 2,500 cones to be delivered to the DOT Sign Shop in Augusta, Maine; with the "MDOT" stenciled letters as stated on the purchase orders.

If they so choose, political subdivisions of the State of Maine may participate in the resulting award by submitting their own purchase orders.

ENABLING CLAUSE:

A State law permits any political subdivision, school administrative district, or an other authorized agency in the State of Maine, to benefit from the State purchasing process. When the award is made therefore, consideration may be given this provision.

STATE OF MASSACHUSETTS

SPECIAL TERMS & CONDITIONS:

Estimated annual quantity for State's own usage is 12,000 cones to be delivered to Highway Department in Franklin, Massachusetts.

If they so choose, political subdivisions of the State of Massachusetts may participate in the resulting award by submitting their own purchase orders.

Awarded contractors must sign the Commonwealth of MA's standard forms (including, but not limited to Standard Contract, Terms & Conditions, W-9, Contractor Authorization Form, Affirmative Action Plan Form and Northern Ireland Certification) prior to conducting business with Commonwealth of MA entities under this contract.

DELIVERY:

The vendor must notify Mr. Peter Fallon, 508/541-4128, at the Commonwealth of Massachusetts Highway Department, 9 Grove Street, Franklin, MA 02038, a minimum of 48 hours in advance of any shipment.

SAMPLES:

Within 10 days of notification, contractor shall provide for testing purposes, 3 samples of tendered reflective traffic cones to the following:

Commonwealth of Massachusetts
Highway Department
Research & Materials Engineer
400 D Street
Boston, MA 02210
Attention: Leo C. Stevens, Jr.

(continued)

STATE OF MICHIGAN

SPECIAL TERMS & CONDITIONS:

Estimated annual quantity for the State's own usage is 3,000 cones to be delivered to the DOT Warehouse Services in Lansing, Michigan.

Orders for delivery will be issued directly by the Michigan D O T on the Departmental Purchase Order/Contract Release form, and by the Office of Purchasing on the Purchase Order Form.

ENABLING CLAUSE:

State law permits any political subdivision and/or other authorized local units in the State of Michigan, to benefit from the State purchasing process. Therefore, if they so choose, political subdivisions of the State of Michigan may participate in the resulting award by submitting their own orders.

CONE MARKING (FOR MI-DOT ORDERS):

A permanent identification branded on the bottom of the base shall read "MDOT" and including accepted abbreviation of the current month and last two digits of the calendar year.

SHIPMENT & DELIVERIES:

Shipments shall be delivered within thirty (30) days after notification to ship. No deliveries will be accepted unless shipment has been requested.

Deliveries must be made between the hours of 7:00 a.m. to 2:00 p.m., Monday through Thursday, except holidays.

The vendor will notify Ms. Judy Erickson, at the State of Michigan Department of Transportation, Warehouse Services, Secondary Complex located at 7575 Crowser Drive, Lansing, MI 48909, Telephone: 517/322-5559, a minimum of 48 hours prior to delivery of any shipment.

SAMPLES:

Within 10 days of notification, bidder shall provide for testing purposes, 3 samples of tendered reflective traffic cones to above State delivery address. Samples should only be provided upon request.

SHIPMENT & DELIVERIES:

Shipments shall be delivered within thirty (30) days after notification to ship. No deliveries will be accepted unless shipment has been requested.

Deliveries must be made between the hours of 7:00 a.m. to 2:00 p.m., Monday through Thursday, except holidays.

The vendor will notify Ms. Judy Erickson, at the State of Michigan Department of Transportation, Warehouse Services, Secondary Complex located at 7575 Crowser Drive, Lansing, MI 48909, Telephone: 517/322-5559, a minimum of 48 hours prior to delivery of any shipment.

SAMPLES:

Within 10 days of notification, bidder shall provide for testing purposes, 3 samples of tendered reflective traffic cones to above State delivery address. Samples should only be provided upon request.

(continued)

STATE OF NEW JERSEY

SPECIAL TERMS & CONDITIONS:

Estimated annual quantity for State's own usage is 5,000 cones, palletized.

If they so choose, political subdivisions of the State of New Jersey may participate in the resulting award by submitting their own purchase orders.

MINIMUM ORDER:

Minimum order shall be 200 cones

CONE MARKING (FOR NJ-DOT ORDERS):

A permanent identification branded on the bottom of the base shall read "NJDOT" and including accepted abbreviation of the month and last two digits of the calendar year when the contract expires. Both numerals and letters shall be 5/16" +/- 1/16" high

SHIPMENT & DELIVERIES:

Shipments shall be made within thirty (30) days after notification to ship. No deliveries will be accepted unless shipment had been requested. When a shipment is requested, deliveries will be accepted, as required, at the designated site(s) as specified herein

Deliveries must be made between the hours of 7:30 a m and 2:30 p m, on any State business day. No deliveries will be accepted after 2:30 p m. except if extreme stock shortages exist which require immediate deliveries, then other prearranged scheduled delivery times may be established.

In the event deliveries are not received within fifteen (15) days after the allotted delivery time specified elsewhere herein, the Director of Purchase and Property may authorize the N J Department of Transportation to secure the full quantity of the requested delivery from the nearest available source, and the difference in price if any, will be deducted from monies due the defaulting contractor

The vendor shall notify the specified individual issuing authority signing the DPO, at the telephone number provided, a minimum of forty-eight (48) hours in advance of any shipment.

SAMPLES:

Within 10 days of notification, bidder shall provide for testing purposes, 3 samples of tendered reflective traffic cones to the following:

NJ Department of Transportation
Chief, Bureau of Material
1035 Parkway Avenue
Trenton, NJ 08625
Tel: 609/530-2317

(continued)

PORIT AUTHORITY OF NEW YORK/NEW JERSEY

DELIVERY:

During the time the contractor is making delivery, other persons may be engaged in other operations on or about the worksite, such as: facility operations, pedestrian, bus and vehicular traffic and other contractors performing at the work site, all of which shall remain uninterrupted

The contractor shall so plan and conduct their business to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operations of others whether or not specifically mentioned above, in the best interest of the Authority and the public, as may be directed by the Port Authority.

MINIMUM ORDER:

Minimum order shall be 900 cones

PALLEIIZATION:

Cones shall be delivered 150 shrink-wrapped per non-returnable pallet

SPECIAL TERMS & CONDITIONS:

Estimated annual quantity for Port Authority's own usage is 19,800 (10# type only); with the "PA-NY&NJ" one inch stenciled letters and delivery locations as stated on the purchase orders

STATE OF PENNSYLVANIA

SPECIAL TERMS & CONDITIONS:

Estimated annual quantity for State's own usage is 10,000 cones to be delivered to any point in the State of Pennsylvania.

If they so choose, political subdivisions of the State of Pennsylvania may participate in the resulting award by submitting their own orders

Pennsylvania is not a participating state for LOT II.

ENABLING CLAUSE:

State law permits any political subdivisions, state college, school administrative district, or any other authorized agency in the State of Pennsylvania, to benefit from the State purchasing process. When the award is made therefore, consideration may be given this provision.

TAX CERTIFICATION:

In signing this bid, vendor certifies they are up-to-date on their taxes/liabilities with the State. By law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any company unless such company first certifies, under the pains and penalties of perjury, that they are in good standing with the State's tax department.

(continued)

STATE OF RHODE ISLAND

SPECIAL TERMS AND CONDITIONS:

The estimated annual quantity for the State of Rhode Island's Department of Transportation is 1000 cones, 500 delineators and 500 barrels to be delivered to the Rhode Island Department of Transportation, Maintenance Division, 360 Lincoln Ave., Warwick, RI 02888 with the "RIDOT" stenciled letters as stated on purchase orders

Prior to doing business with the State of Rhode Island Division of Purchases, vendors will be required to complete a 3 page RIVIP Bidder Certification Cover Form.

Vendors not previously registered with the State of Rhode Island, Division of Purchases must do so by registering online at www.purchasing.ri.gov. Upon award, the State of Rhode Island will issue a Master Price Agreement (MPA) detailing the items requested, pricing and format established in the MPA.

DELIVERY:

The vendor must notify Charles Obrieter, 401-222-6765X-4870 a minimum of 48 hours in advance of delivery for the State of Rhode Island Department of Transportation. Delivery is to be made to the State of Rhode Island Department of Transportation, 360 Lincoln Ave., Warwick, RI 02888

ENABLING CLAUSE:

Contract users include all State of Rhode Island departments, agencies, institutions of higher education, other designated public bodies, and other entities (e.g. municipalities and school districts) authorized to utilize the State of Rhode Island MPA contract pricing

STATE OF VERMONT

SPECIAL TERMS & CONDITIONS:

Estimated annual quantity for State's own usage is 2,000 cones to be delivered to any point in the State of Vermont.

If they so choose, political subdivisions of the State of Vermont may participate in the resulting award by submitting their own orders

ENABLING CLAUSE:

State law permits any political subdivisions, state college, school administrative district, or any other authorized agency in the State of Vermont, to benefit from the State purchasing process. When the award is made therefore, consideration may be given this provision.

TAX CERTIFICATION:

In signing this bid, vendor certifies they meet the requirements of Vermont Statute 32 V.S.A. #3113. By law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with payment plan approved by the Commissioner of Taxes, 32 V.S.A. #3113.

Further, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, and all taxes due to the State of Vermont as the date this statement is made

(continued)

STATE OF WISCONSIN

SPECIAL TERMS & CONDITIONS:

Estimated annual quantity for State's own usage is 3,000 cones to be delivered to any point in the State of Wisconsin.

The State of Wisconsin is participating to make the resulting contract available to its municipalities, as the State does not procure this material. Several large municipalities may participate in the resulting award by submitting their own purchase orders.

DETAILED SPECIFICATIONS

LOT I - TRAFFIC CONES:

GENERAL TECHNICAL REQUIREMENTS:

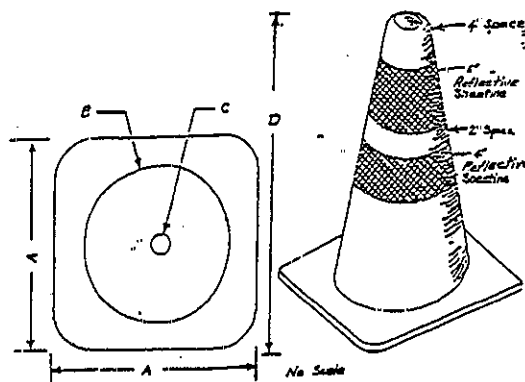
The traffic cone is conical in shape with a square base. The cone is one piece design and constructed of PVC compound. The cone is fluorescent orange in color. The cone is freestanding and designed to withstand impact without damage to itself or the vehicle. To ensure stability, the base of the cone constitutes at least 50% of the total weight of the cone. The cone conforms to Section 6F of the Manual on Uniform Traffic Control Devices (MUTCD) 2003 Edition. The cone also meets NCHRP 350 crash testing requirements for Category 1 type work zone devices.

TRAFFIC CONE DIMENSIONS

Item.	Weight (Lbs.).	Height (inches) (D)	Square Base (inches) (A)	Cone Dia at Base (inches) (B)	Cone Dia at Top (inches) (C)	Cone Wall Thickness (Minimum)		Reflective Bands <u>Required</u>
						Top	Bottom	
1	3	18	11-3/8	7-1/4	2-3/16	0.070"	0.120"	No
2	3	18	11-3/8	7-1/4	2-3/16	0.070"	0.120"	Yes
3	7	28	14	7-1/2	1-3/4	0.085"	0.130"	No
4	7	28	14	7-1/2	1-3/4	0.085"	0.130"	Yes
5	10	28	15	7-1/2	1-3/4	0.080"	0.135"	No
6	10	28	15	7-1/2	1-3/4	0.080"	0.135"	Yes
7	10	28	15-1/4	10-1/2	2-3/16	0.080"	0.135"	No
8	10	28	15-1/4	10-1/2	2-3/16	0.080"	0.135"	Yes
9	10	36	15-1/4	10-1/2	2-1/2	0.075"	0.130"	No
10	10	36	15-1/4	10-1/2	2-1/2	0.075"	0.130"	Yes

(continued)

DETAILED SPECIFICATIONS (Cont'd)



LOI II - FLEXIBLE DELINEATOR POSTS:

GENERAL REQUIREMENTS:

These specifications describe flexible reflective delineator posts delivered completely assembled ready for installation by the using agency. The post shall also meet NCHRP 350 crash testing requirements for Category I type work zone devices. Flexible delineator posts shall be constructed in the following manner:

- 1 Flexible Posts - The posts shall be made of flexible material and shall be resistant to deterioration from prolonged exposure to ultraviolet (UV) radiation. The color of the posts shall be white, yellow or gray, as specified by the ordering agency. The posts shall be supplied with one 3" width x 6" height strip of Type IV reboundable high intensity reflective sheeting. The reflective sheeting material shall conform to the requirements of Subsection 730-05 Reflective Sheeting, Class B or Class C, of the Standard Specifications of the New York State Department of Transportation, adopted January 2, 2002.

The posts shall have the following dimensions:

- a Thickness and width shall be as indicated on literature as supplied by the manufacturer.
- b Posts shall be available in the following lengths: 48", 60", 66", 72" and 78"

The posts shall be suitably shaped in cross-section to provide enough rigidity such that they do not flex excessively when subjected to wind loads.

2. Anchoring Systems - The post or anchoring system shall be designed to be readily drivable into compacted gravel shoulder material with standard hand tools or portable powered impact type hammers.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

LOT III - CHANNELIZERS (DRUMS):

GENERAL REQUIREMENTS:

These specifications describe channelizers (drums) delivered assembled and ready for installation by the using agency. The drum shall conform to Section 6F of the Manual on Uniform Traffic Control Devices (MUTCD) 2003 Edition. The drum shall also meet NCHRP 350 crash testing requirements for Category 1 type work zone devices.

TECHNICAL REQUIREMENTS:

The channelizer (drum) shall be manufactured as a two-piece design (one piece if no base is required). The drum shall be made available with the following base options: molded rubber base (available in 25 lb or 40 lb weights), or plastic base (drum snaps over base and sandbags sit in the base as an internal ballast).

The channelizer (drum) shall be manufactured from bright orange, high-density polyethylene material, impact resistant, round in shape, and shall be a minimum of 36" in height and at least an 18" diameter at the top of the drum. The surface shall be molded in telescoping design to allow for easy stacking.

The channelizer (drum) shall include horizontal, circumferential, alternating orange and white reboundable type engineer grade, high intensity grade or super high intensity grade retroreflective sheeting stripes, and shall be available in 4" or 6" widths. Each drum shall have a minimum of two orange and two white stripes, with the top stripe being orange. Any non-reflectorized spaces between the horizontal orange and white stripes, shall not exceed 3" in width.

CHANNELIZER WEIGHTS/DIMENSIONS			
Item No.	Weight Lbs.	Height Inches	Diameter At Top Inches
13 B400	9.5	36-1/4	18
14 B400 25R	34.5	37-1/2	18
15 B400 40R	49.5	38-1/4	18
16 B400 PB	12.5	37	18

(continued)

State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

*Note: "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

Date: _____

Phone: _____

E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, Room 3711
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)